

Exhibit A

NORTH CAROLINA

AFFIDAVIT

JOHNSTON COUNTY

Comes now Aleta Ballard, after being duly sworn, and deposes and says:

I am a citizen and resident of Johnston County, North Carolina and I am an attorney at law licensed to practice in the General Court of Justice for the State of North Carolina.

I am a self-employed attorney d/b/a as Ballard Law Firm, PLLC located in Smithfield, Johnston County, North Carolina. I am not an employee of the State of North Carolina or any other governmental agency. However, from time to time, I accept court appointed cases.

On October 25, 2010, I was retained by Eric F. McNeil, who was later confirmed to be an agent for Ms. Loushonda Myers, the plaintiff in the instant action. My fee for representing Ms. Myers was Six Thousand and 00/100 (\$6,000.00) Dollars. Attached to my affidavit and incorporated herein by reference is a copy of the retainer agreement executed by Eric McNeil, agent for Loushonda Myers. Ms. Myers actually paid the sum of Three Thousand Five Hundred (\$3,500.00) Dollars towards my quoted fee of Six Thousand and 00/100 (\$6,000.00) Dollars.

By correspondence dated July 6, 2011, Ms. Myers notified me that she was terminating my services. On August 3, 2011 in the Superior Court of Johnston County, the presiding Superior Court Judge permitted me to withdraw as counsel for Ms. Myers. Thereafter, Ms. Myers was appointed Steven Walker as her attorney.

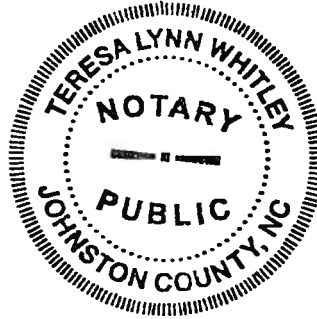
At no time during my representation of Loushonda Myers was I employed by or affiliated with any State or local government agency and at all times in my representation of Loushonda Myers, I was privately retained to be her attorney.

This the 14th day of January 2013.

Aleta R. Ballard
Aleta Ballard

Sworn to and subscribed before me,
this the 14th day of January, 2013.

Teresa Lynn Whitley NP
My commission expires: 07/20/2014



BALLARD LAW FIRM, PLLC
RETAINER AGREEMENT FOR LEGAL SERVICES

RE: NORTH CAROLINA VS. LOUSHONDA ROSHELLE MYERS

CHARGES: TRAFFICKING COCAINE x2; PWISD MARIJUANA

This AGREEMENT FOR LEGAL SERVICES, entered this 25th day of October, 2010 will confirm the retention of Ballard Law Firm, PLLC, ("the Firm") to represent Loushonda Myers ("the Client") in the above-captioned criminal case, subject to the following terms and conditions:

1. The Firm is responsible for the proper and diligent preparation and handling of all pre-trial matters relating to the client's case, including legal and factual investigation, appropriate pre-trial motions, and the defense of the case at a non-jury trial. This retention, however, does not include any new or additional indictments, charges, retrials, or appeals, whether *de novo*, post-trial, or interlocutory.

A fee in the amount of SIX THOUSAND DOLLARS and xx/100 (\$ 6,000.00) is agreed upon by the parties as being a reasonable fee for the legal services to be performed. Said fee is due and payable upon execution of this agreement, unless otherwise set fourth hereinafter. In addition, unless otherwise stated, said fee is due and payable prior to the final disposition of this matter in the Superior Court, this fee shall constitute the entire fee and there will be no balance due. In the case of a misdemeanor, a new agreement shall be entered into for representation by the Firm of the client upon appeal to Superior Court from an adverse verdict in the District Court. In the event of an appeal to the Superior Court by the State from a ruling in District Court, the above retainer shall be sufficient for an appearance by the Firm in Superior Court only for the purpose of hearing the State's appeal.

2. The Client further understands and agrees that, in the event the Client fails to comply with the terms and conditions of this Agreement, the Firm shall have the immediate right to withdraw from further representation of the Client.
3. The Client and the Firm agree and request that this retainer agreement, its terms and conditions, and the amount of any fees and/or expenses paid in connection with it, will remain strictly secret, confidential, private, and considered part of the attorney-client privilege, unless and until the Client affirmatively waives such privilege and confidentiality, or a Court orders disclosure.

4. The Client agrees that all fees paid pursuant to this retainer shall be considered earned as of the time the Firm undertakes representation of the Client, and the Client **shall not be entitled to any refund of fees for any reason**. The Firm agrees, however, that if, in its sole discretion, circumstances warrant, it will consider a reduction of the fee and/or return of a portion of fees already paid by the Client.
5. If it becomes necessary for the Firm to employ attorneys or collectors to enforce this retainer agreement, the Client shall bear all costs of collection, including reasonable attorney's fees.
6. This retainer agreement constitutes the entire agreement between the Firm and the Client, and there are no oral agreements or understandings other than that which is contained herein. All amendments, additions, or changes to this agreement shall be in writing and agreed to and signed by the parties.
7. The Client acknowledges that no member or employee of the Firm has made any promises or guarantees to the Client about an outcome of the case.

TERMS OF PAYMENT (IF OTHER THAN SET FOURTH ABOVE):

- \$3,000 by October 28, 2010
- \$1,000 by December 1, 2010
- \$2,000 by February 1, 2011

THE ABOVE retainer agreement is hereby accepted the day and year first above written upon the terms and conditions stated herein.

BALLARD LAW FIRM, PLLC

By: ABB
Attorney at Law

I HAVE READ the above retainer agreement, I understand its provisions, agree to its terms and conditions, and do hereby employ your professional services in accordance therewith.

Client

x Eric A. McNeil
Agent to Loushonda Myers